

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

DAWAYNE HUNT and SARAH HUNT,

Plaintiffs,

vs.

Case No. 2:14-cv-10065  
Hon. Gershwin Drain  
Magistrate Judge Elizabeth Stafford

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY and COMCAST  
COMPREHENSIVE HEALTH AND  
WELFARE BENEFITS PLAN,

Defendants.

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**STIPULATION AND ORDER TO DISMISS WITHOUT PREJUDICE  
AND TO TOLL STATUTE OF LIMITATIONS (MCLA 500.3145) AND ONE-YEAR-  
BACK RULE IN MCL 500.3145(1)**

**STIPULATION TO DISMISS WITHOUT PREJUDICE AND TO TOLL STATUTE OF LIMITATIONS (MCLA 500.3145) AND ONE-YEAR-BACK RULE IN MCL 500.3145(1)**

The Plaintiffs, DAWAYNE HUNT and SARAH HUNT (hereinafter “Plaintiffs”), and Defendant, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY (hereinafter “Allstate”), by and through their respective counsel, acknowledge that they have considered the options available to them, and with the full understanding that this Stipulation and Order to Dismiss and to Toll Statute of Limitations (MCLA 500.3145) and One-Year-Back Rule in MCL 500.3145(1), will be legally binding on them, hereby voluntarily and freely stipulate to the following:

**WHEREAS**, on January 7, 2013, Dawayne Hunt and Sarah Hunt were involved in a motor vehicle accident, as a result of which they allege to have sustained bodily injuries, and were alleged to have been covered at the time by a contract of insurance to receive No-Fault insurance benefits through Allstate.

**WHEREAS**, on January 7, 2014, Dawyane Hunt and Sarah Hunt filed an action against Allstate in the United States District Court for the Eastern District of Michigan.

**WHEREAS**, Claimants have agreed to dismiss without prejudice that action against Allstate in order to re-file the case in the Wayne County Circuit Court.

**WHEREAS**, on October 7, 2005, the Michigan Supreme Court entered an order in the case of *Pitsch v Blandford*, Supreme Court Case No. 127057, indicating that agreements to suspend the statute of limitations are to be enforced as written.

**WHEREAS**, the parties desire to ratify and maintain their agreement to toll the statute of limitations and preserve past, present, and future claims, enter into this Stipulation which

supercedes all prior agreements regarding the statute of limitations and the one-year-back rule and which intends to meet the obligations and requirements under *Pitsch v Blandford*, *supra*.

**NOW, THEREFORE, IN CONSIDERATION** of the parties' mutual desire to resolve the Plaintiffs' claims against Allstate, the parties to this lawsuit expressly state as follows:

The parties agree that upon dismissal without prejudice of the action in the United States District Court that the operation of the one-year-back rule in MCL 500.3145(1) shall be tolled until 12:00 a.m. on October 24, 2015. The statute of limitations shall likewise be tolled until 12:00 a.m. on October 24, 2015. Claimants may, at any time prior to October 24, 2015, re-file an action against Allstate and Plaintiffs' claims for no-fault benefits, interest and attorney fees incurred on or after January 7, 2014, will not be subject to the one-year-back rule and/or the statute of limitations. The Plaintiffs, however, may not amend pleadings of the initial Wayne County Circuit Court re-filing to add any new claims. Plaintiffs are free to move the Wayne County Circuit Court for any subsequent amendments.

Plaintiffs and Allstate by and through their respective representatives/counsel, indicate by their respective signatures on this Stipulation, consisting of 4 pages, that they have carefully reviewed this Stipulation and understand the rights, allegations, and benefits set forth herein, and they have voluntarily accepted all of its terms.

Further, Plaintiffs and Allstate agree that emailed and/or faxed signatures to the Stipulation shall have the same force and effect as an original signatures.

/s/ Nathan A. Dodson, P68560 (w/permission)

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**ORDER FOR DISMISSAL WITHOUT PREJUDICE**

The plaintiffs, Dawayne Hunt and Sarah Hunt, and Defendant Allstate Property And Casualty Insurance Company having entered a Stipulation To Dismiss And to Toll Statute Of

Limitations (MCLA 500.3145) And One-Year-Back Rule in MCL 500.3145(1), and Defendant Comcast Comprehensive Health And Welfare Benefits Plan having already been dismissed pursuant to a separate order;

IT IS HEREBY ORDERED that the above captioned case is dismissed without prejudice.

/s/Gershwin A Drain

Honorable Gershwin Drain

United States District Court

September 25, 2015